

**FOR COUNTY USE ONLY**

County of San Bernardino

**F A S****STANDARD CONTRACT**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		<b>SC</b>		Dept.	<b>A</b>	Contract Number	
County Department <b>Arrowhead Regional Medical Center</b>					Dept.	Orgn.	Contractor's License No.	
County Department Contract Representative <b>Mark H. Uffer, Director</b>					Telephone <b>580-6150</b>		Total Contract Amount <b>\$5,649,027</b>	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason: _____								
Commodity Code			Contract Start Date <b>3/1/03</b>		Contract End Date <b>6/30/06</b>		Original Amount	
							Amendment Amount	
Fund <b>EAD</b>	Dept. <b>MCR</b>	Organization <b>MCR</b>	Appr. <b>200</b>	Obj/Rev Source <b>2445</b>	GRC/PROJ/JOB No.		Amount <b>\$5,649,027</b>	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Project Name <b>Security Service</b>				Estimated Payment Total by Fiscal Year				
<b>Agreement</b>				FY	Amount	I/D	FY	Amount
				<b>02/03</b>	<b>\$578,932</b>		<b>05/06</b>	<b>\$1,722,441</b>
				<b>03/04</b>	<b>\$1,672,471</b>			
				<b>04/05</b>	<b>\$1,675,183</b>			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name  
AKAL Security, Inc.  
 Address  
PO Box 1197  
Santa Cruz, NM 87567  
 Telephone  
(505) 753-7832

Hereinafter called Contractor

**IT IS HEREBY AGREED AS FOLLOWS:**

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

THIS AGREEMENT is made and entered into by the COUNTY of San Bernardino, hereinafter referred to as "County", on behalf of the Arrowhead Regional Medical Center, hereinafter referred to as "Medical Center," and AKAL Security, hereinafter referred to as "Contractor."

WHEREAS, the Medical Center desires to participate in a shared security program which achieves economies of scale and qualitative advantages by servicing several hospitals; and

WHEREAS, Contractor has developed a shared security program which achieves economies of scale and qualitative advantages for groups of hospitals; and

WHEREAS, Contractor as a shared service will provide the Medical Center direct input into operational aspects of the program.

NOW THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. Obligations of Contractor:

- a. Contractor will furnish to the Medical Center uniformed security officers and security management support services according to the specifications of the Medical Center in terms of staffing levels, deployment, level of security services and management of the program.

The staffing levels and services provided to the Medical Center are contained in Attachment I. It is mutually understood that staffing levels may change from time to time, but only upon approval of the Medical Center. The number of hours to be provided is contingent upon the request of the Medical Center's Hospital Security Representative to AKAL.

- b. Contractor will provide the Medical Center a security personnel structure consisting of a Certified Healthcare Protection of Assets (CHPA) or Certified Protection Professional (CPP) Project Manager, Security Supervisor and Security Officers. This three-tiered model will provide the necessary components to lead, plan, organize and control the security program. This effective and efficient security design will be answerable to the designated Hospital Security Representative.
- c. Contractor shall assign and supervise security personnel at the Medical Center, schedule duty assignments, and maintain all incident reports, records and logs. The Project Manager and Facility Security Supervisor shall conduct inspections of shift personnel, security posts, and equipment to ensure performance and compliance with rules of conduct, appearance standards, readiness and equipment operations.
- d. Contractor shall hire security officers to be assigned to work at the Medical Center. There will be additional personnel hired on a part time basis in order to fill short-term vacancy created if an employee is absent from his/her assigned shift. The Hospital Security Representative will have final selection decision-making and may ask for the removal of personnel based on internal hospital occurrences.
- e. Contractor will utilize a pool of hospital-trained security personnel in the event that additional officers are needed for special events or incidents. If additional personnel are needed for work stoppage coverage, or civil disturbances, the request for additional personnel shall come from the hospital's administrative personnel. All matters regarding placement, rates, duties and length of assignment shall be coordinated through the Hospital Security Representative.
- f. Contractor must ensure that each applicant who applies for a security officer position with Contractor must meet the criminal background screening process of the State of California and be issued a State Guard Card. Contractor will complete the following requirements, prior to final consideration for employment, in addition to the State of California requirements:
- Drug screening and results verification
  - Verification that applicant is 18 years of age or older
  - High school graduation or equivalent
  - Obtain current California Department of Motor Vehicle print-out
  - Possess and provide a valid California driver's license
  - Verification of employment
  - Scoring satisfactorily on preliminary and advanced interview process
  - Successfully complete all qualifications for the State Guard test
  - Successfully complete the 8 hours of Basic Healthcare training
  - Successfully complete the Post Security training
  - Obtain and successfully complete a background screen with the State of California Department of Justice via the San Bernardino County Sheriff's Department. Contractor will reimburse the Medical Center \$42.00 for each background screen performed by the San Bernardino County Sheriff Department. This amount is subject to change if the State of California or the San Bernardino County Sheriff's Department changes their current fee for the service.
- g. Contractor will train its personnel in accordance with its Injury and Illness Prevention Plan (IPP). The Medical Center will provide a copy of the IPP training for Contractor personnel onsite so that both organizations will be in compliance. Contractor will also comply with TB testing of the Medical Center for its personnel. Any positive readings will be the responsibility of Contractor. It is requested that Contractor officers who desire Hepatitis B inoculations receive them from the Medical Center at no cost. Other arising medical issues dealing with

Contractor personnel job duties shall be discussed with the Medical Center's Employee Health Nurse or other identified hospital employee. Officers shall also undergo a "Fit" test for face masks.

- h. The Contractor has its Regional Office in San Bernardino County. All hiring, personnel, new hire training and benefits are normally overseen in the San Bernardino County office with its management staff.
- i. Contractor will maintain facility orders for the Medical Center, which define the scope of security activities and procedures. These require concurrence by the Hospital Security Representative. Copies shall be made available with the security office and the Hospital Security Representative. Such orders will be amended only with prior approval of the Security Representative for the Medical Center.
- j. Contractor will furnish forms to document security incidents, security conditions, parking control, and daily activity reports. The use of any Contractor form will be subject to the approval of the Hospital Security Representative. All other forms or printed material deemed necessary by the Hospital Security Representative will be provided by the Medical Center.
- k. Contractor will provide to the Hospital Security Representative a monthly summary of security incidents, security conditions and other calls for service to maintain compliance with regulatory and accrediting agencies of the Medical Center.
- l. Contractor hereby agrees to make available to the Secretary of Health and Human Services (HSS), the Controller General of the Government Accounting Office (GAO), or their authorized representative, all contracts, books, documents, and records relating to the nature and extent of the costs thereunder for a period of four (4) years after the furnishing of services herein.

In addition, Contractor hereby agrees if services valued at \$10,000 or more over a 12 month period are to be provided by a subcontract with a related organization, to require said subcontractor to make available to the Contractor or GAO or their authorized representative all contracts, books, documents and records relating to the nature and extent of the costs thereunder for a period of four (4) years after furnishing the service thereunder.

- m. Contractor agrees to provide security uniforms for all hourly personnel that meet the standards as set forth by the Medical Center. The uniform must be one that is already approved, or approvable, by the Bureau of Security and Investigative Services. Contractor will uniform all its hourly personnel at no cost to the Medical Center.
- n. Contractor will provide to the Medical Center, at no additional charge, a security vehicle that will be used to patrol the Medical Center parking lots. Operation of the vehicle will conform to the California Vehicle Code at all times.
- o. Contractor will reimburse the Medical Center two dollars and fifty cents (\$2.50) per square foot of provided office space, which is the fair market value. Office space to be occupied by the Contractor is 180 square feet. This amount will be reimbursed to the Medical Center on a monthly basis.
- p. In the event the Medical Center undergoes a survey by a regulatory agency and the regulatory agency would like to review a personnel file from the Contractor's staff, the Medical Center will contact the Contractor and Contractor will be required to provide a personnel file to the Medical Center in a timely manner.

## II. Obligations of the Medical Center:

- a. The Medical Center will identify a management representative to whom the security program will report. This person will be referred to as the Hospital Security Representative. All coordination regarding the security of the program will occur through this individual. He/she will respond to the needs of the hospital, and continually evaluate the program. The term "hospital" includes all facilities including medical office and administrative buildings, on or off site from the central hospital premise.
- b. To the extent not prohibited by law, the Medical Center agrees that at no time during the term of this Agreement or for a period of one year immediately following the expiration of the term by failure to renew or termination of this Agreement, for any reason will it call upon any employee of Contractor (or its subsidiary organizations) for the purpose of employing, hiring, or otherwise interfering with the employment relationship of such employee; nor will it in any way, directly or indirectly, for itself or on behalf of, or in conjunction with any other person, firm, or hospital, solicit, hire, or take away such employee of Contractor for the purpose of providing security services.

- c. For each new applicant, the Medical Center will provide to the Contractor the necessary paperwork for a State of California Department of Justice background check to be completed by each applicant at the San Bernardino County Sheriff Department.
- d. The Medical Center will provide to the Contractor office space of 180 square feet.
- e. The Medical Center will reimburse Contractor at the rates listed in Attachment I.

III. Payment:

Rates stated in Attachment I apply to this Agreement. Only overtime, at the rate of one and one half times regular hourly wage, approved by Hospital Security Representative, or Hospital Administrative designee, is billable to the Medical Center. Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period.

Invoices for services provided under this Agreement will be rendered every two weeks. All invoices will be due and payable within 30 days of the date on the invoice.

Recognizing the importance of retaining qualified employees, Contractor currently pays an attractive wage scale to security personnel. In addition, they receive medical insurance, life insurance and have optional dental insurance. Rates will be modified as follows:

Year	Rate of Increase
2003/04	CPI + 3%
2004/05	CPI + 3%
2005/06	CPI + 3%

IV. Terms of Contract

- a. This Agreement shall be effective for three years and three months beginning March 1, 2003 and ending June 30, 2006. This agreement is subject to termination by either party at any time for any reason or no reason upon sixty (60) day's advance written notice (by certified mail) to the other party.
- b. By mutual agreement, this Agreement may be extended for two additional one-year periods at agreed price and terms and must be in writing and signed by authorized representatives of both parties.

V. Status of Parties:

- a. The parties hereby expressly understand and agree that this Agreement is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between Contractor and County but is rather an Agreement by and between independent contractors.
- b. The parties hereby expressly understand and agree that their employees, agents, and independent contractors are not the employees or agents of the other party for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, other fringe benefits of employment, or workers' compensation insurance.

VI. Indemnification:

- a. Contractor agrees to indemnify, defend and hold harmless County from and against any and all claims, losses, liability, costs, expenses, or judgments for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent that such injury or damage results from or is connected with the performance or failure to perform obligations hereunder by Contractor, its officers, partners, employees or agents. The foregoing indemnity and hold harmless obligations of Contractor include and apply without limitation to injury or damage to County, County indemnities, patients, third parties, or any or all of them and their respective property, officers, partners, employees or agents.

- b. County agrees to indemnify and hold harmless Contractor and its officers, partners, employees, or agents from and against any and all claims, losses, damages, liability, costs, expenses or judgment for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent that such injury or damage results from or is connected with the performance or failure to perform obligations hereunder by County. The foregoing indemnity and hold harmless obligations of County include and apply without limitation to injury or damage to Contractor, patients, third parties or any and all of them and their respective property, officers, partners, employees or agents.
- c. In the event the County and Contractor is found to be comparatively at fault for any claim action, loss or damage which results from their respective obligations under this Agreement, the County and/or Contractor shall indemnify the other to the extent of its comparative fault.
- d. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release either party from its indemnification obligations hereunder as to any claim or cause of action asserted so long as the event upon which such claim of action is predicated shall have occurred prior to the effective date of any such termination or completion.

VII. Insurance:

Without in any way affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout this Agreement the following types of insurance with limits as shown:

- a. **Workers' Compensation** – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.
- b. **Comprehensive General and Automobile Liability Insurance** – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than \$1,000,000.
- c. **Errors and Omissions Liability Insurance** – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
- d. **Professional Liability** – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- e. **Additional Named Insured** – All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- f. **Waiver of Subrogation Rights** – Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- g. **Policies Primary and Non-Contributory** – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- h. **Proof of Coverage** – Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

- i. **Insurance Review** – The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurances is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

VIII. Destruction or Disruption:

Either party shall be excused from performance of its duties under this Agreement if it is unable to perform because of the destruction of its facilities, war or causes beyond its control. Either party shall provide written notice to the other within 10 days of any labor dispute for which either party needs relief under this paragraph. However, in such circumstances, either party shall be released from performance of its duties only for the time period during which it is unable to perform such services because of the labor dispute.

IX. Entire Agreement – Amendments:

This Agreement constitutes the entire Agreement by and between the parties. This Agreement may be amended at any time by a written agreement signed by both parties. This Agreement supersedes any previous agreements between the parties for the same or similar services.

X. Notices:

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and personally delivered to the other party or deposited in the United States mail, certified with return receipt requested and postage prepaid, and addressed to the other party as follows:

Arrowhead Regional Medical Center  
Mark Uffer, Director  
400 North Pepper Avenue  
Colton, CA 92324

AKAL Security  
Attn: Tony Perez, Regional Director  
12145 Mora Drive, Units 4 & 5  
Santa Fe Springs, CA 90670

XI. Health Insurance Portability and Accountability Act (HIPAA)

In accordance with the HIPAA, Contractor shall comply with the Business Associate obligations as set forth in Appendix I, hereby incorporated by this reference. Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA and its implementing regulations related to transactions and code sets, privacy, and security.

Notwithstanding any other provision of this Contract, the Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and volunteers from any claims, actions, losses, damages, and/or liability arising out of the Contractor's noncompliance with the mandates set forth by the HIPAA and its implementing regulations.

Notwithstanding any other provision of this Contract, the County agrees to indemnify and hold harmless the Contractor its officers, employees, agents, and volunteers from any claims, actions, losses, damages, and/or

liability arising out of the County's noncompliance with the mandates set forth by HIPAA and its implementing regulations.

In the event the County and/or the Contractor is found to be comparatively at fault for any claims, actions, losses, damages, and/or liability which results from their respective obligations under the HIPAA, the County and/or the Contractor shall indemnify the other to the extent of its comparative fault.

XII. Attorneys Fees and Costs

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto payable under Sections VI. Indemnification and VII. Insurance.

XIII. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any reference herein to state law shall mean the laws of the State of California.

IX. Entire Agreement:

This Agreement, together with attachments and appendices, contains the entire Agreement between the parties relating to the rights granted and the obligations assumed by the parties concerning the subject matter hereof.

COUNTY OF SAN BERNARDINO

AKAL Security, Inc.

(Print or type name of corporation, company, contractor, etc.)

►  
Dennis Hansberger, Chairman, Board of Supervisors

By: ►  
(Authorized signature - sign in blue ink)

Dated: \_\_\_\_\_

Name: Tony Perez  
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

Title: Regional Manager  
(Print or Type)

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Deputy

Address: \_\_\_\_\_  
\_\_\_\_\_

Approved as to Legal Form

Reviewed by Contract Compliance

Reviewed for Processing

►

►

►

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

County Counsel		Agency Administrator/CAO
Date	Date	Date

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

**BUSINESS ASSOCIATE AGREEMENT**

Except as otherwise provided in this Agreement, the Contractor, hereinafter referred to as the Business Associate, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the County, hereinafter referred to as the Covered Entity, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability Act (HIPAA), (42 U.S.C. 1320d et seq.), and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule.

**Obligations and Activities of Business Associate:**

- a. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- b. Business Associate shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- g. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- h. Business Associate shall provide to Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with provision (g), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- i. Upon termination of the attached Contract, Business Associate shall return all Protected Health Information required to be retained and return or destroy all other Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

**Specific Use and Disclosure Provisions:**

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

**Obligations of Covered Entity:**

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

**Miscellaneous:**

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

## SCHEDULE OF RATES

The estimated total annual costs for **Akal Security, Inc.** to provide the above described services in year one:

Weekly hours	Weekly Cost	Monthly Cost*
2,257	\$32,162.90	\$139,265.31

\*Monthly cost is based on the weekly cost times 4.33 weeks.

## SECURITY PERSONNEL BILLING RATES

The below Billing Rates apply to the Agreement between County of San Bernardino and **Akal Security, Inc.**

3/1/03 - 6/30/03:

Position	Pay Rate	Bill Rate
Security Officer	\$8.25-\$9.00	\$14.17
Security Supervisor	\$10.00	\$14.17
Security Manager	\$17.00	\$18.70

7/1/03 - 6/30/04:

Position	Pay Rate	Bill Rate
Security Officer	\$8.25-\$9.00	\$14.17
Security Supervisor	\$10.00	\$14.17
Security Manager	\$17.00	\$18.70

7/1/04 - 6/30/05:

Position	Pay Rate	Bill Rate
Security Officer	\$8.50-\$9.25	\$14.18
Security Supervisor	\$10.30	\$14.18
Security Manager	\$17.50	\$19.45

7/1/05 - 6/30/06:

Position	Pay Rate	Bill Rate
Security Officer	\$8.75-\$9.50	\$14.58
Security Supervisor	\$10.60	\$14.59
Security Manager	\$18.00	\$20.00

**ESTIMATED DEPLOYMENT AS OF MARCH 1, 2003  
ARROWHEAD REGIONAL MEDICAL CENTER**

	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Total
	Ofcr.	Spvr.	Mgr.	Ofcr.	Spvr.	Mgr.	Ofcr.	Spvr.	Mgr.	Ofcr.	Spvr.	Mgr.	Ofcr.	Spvr.	Mgr.	Ofcr.	Spvr.	Mgr.	Ofcr.	Spvr.	Mgr.	
ARMC																						
2200-0830	44	8	0	40	8	0	48	8	0	36	8	0	35	8	0	32	8	0	40	8	0	331
0600-1430	88	8	8	88	8	8	92	8	8	92	8	8	104	8	8	92	8	0	100	8	0	752
1400-2230	68	8	0	68	8	0	68	8	0	60	8	0	68	8	0	52	8	0	60	8	0	500
BHU																						
2200-0830	24	0	0	24	0	0	24	0	0	24	0	0	24	0	0	24	0	0	24	0	0	168
0600-1430	24	0	0	24	0	0	24	0	0	24	0	0	24	0	0	24	0	0	24	0	0	168
1400-2230	24	0	0	24	0	0	24	0	0	24	0	0	24	0	0	24	0	0	24	0	0	168
FHCs																						
Fontana	8	0	0	8	0	0	8	0	0	8	0	0	8	0	0	0	0	0	0	0	0	40
McKee	16	0	0	16	0	0	16	0	0	16	0	0	16	0	0	0	0	0	0	0	0	80
Westside	10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	0	0	0	0	0	0	50
<b>TOTALS</b>	<b>306</b>	<b>24</b>	<b>8</b>	<b>302</b>	<b>24</b>	<b>8</b>	<b>314</b>	<b>24</b>	<b>8</b>	<b>294</b>	<b>24</b>	<b>8</b>	<b>313</b>	<b>24</b>	<b>8</b>	<b>248</b>	<b>24</b>	<b>0</b>	<b>272</b>	<b>24</b>	<b>0</b>	<b>2,257</b>

Officers	2,049
Supervisors	168
Manager	40
<b>TOTAL</b>	<b>2,257</b>